

United States District Court, Northern District of Illinois

Name of Assigned Judge or Magistrate Judge	Matthew F. Kennelly	Sitting Judge if Other than Assigned Judge	
CASE NUMBER	02 C 4733	DATE	8/22/2002
CASE TITLE	Allied Van Lines vs. Suddath Moving Center, Inc.		

[In the following box (a) indicate the party filing the motion, e.g., plaintiff, defendant, 3rd party plaintiff, and (b) state briefly the nature of the motion being presented.]

MOTION:**DOCKET ENTRY:**

- (1) Filed motion of [use listing in "Motion" box above.]
- (2) Brief in support of motion due _____.
- (3) Answer brief to motion due _____. Reply to answer brief due _____.
- (4) Ruling/Hearing on _____ set for _____ at _____.
- (5) Status hearing[held/continued to] [set for/re-set for] on _____ set for _____ at _____.
- (6) Pretrial conference[held/continued to] [set for/re-set for] on _____ set for _____ at _____.
- (7) Trial[set for/re-set for] on _____ at _____.
- (8) [Bench/Jury trial] [Hearing] held/continued to _____ at _____.
- (9) This case is dismissed [with/without] prejudice and without costs[by/agreement/pursuant to]
 FRCP4(m) Local Rule 41.1 FRCP41(a)(1) FRCP41(a)(2).
- (10) [Other docket entry] For the reasons set forth on the attached Memorandum Opinion and Order, the Court grants Allied's petition to compel arbitration and to stay court proceedings. Judgment is entered in favor of the plaintiff Allied Van Lines, Inc. Defendant Suddath Moving Center, Inc. is hereby ordered to cease immediately from further prosecution of its state court action against plaintiff Allied Van Lines, Inc. and is ordered to submit the disputes raised in the pending state court case to arbitration pursuant to the terms of Section 3.13 of the Agency Contract between the parties.
- (11) [For further detail see order attached to the original minute order.]

OR	courtroom deputy's initials	number of notices	Document Number
		AUG 26 2002 date dictated	
✓		CDY docketing deputy initials	
✓			
		Date/time received in central Clerk's Office	mailing deputy initials

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

ALLIED VAN LINES, INC.,)
)
)
Plaintiff,)
)
vs.) Case No. 02 C 4733
)
)
SUDDATH MOVING CENTER, INC.,)
)
)
Defendant.) DOCKETED

AUG 26 2002

MEMORANDUM OPINION AND ORDER

MATTHEW F. KENNELLY, District Judge:

Defendant Suddath Moving Center, Inc. had an Agency Contract with plaintiff Allied Van Lines, Inc. that the parties executed in 1997 and that was supplemented by later agreements. In February 2002, Suddath sued Allied in a Florida state court, alleging various breaches of the Agency Contract. Allied moved to dismiss and compel arbitration, arguing that the agreement provided for arbitration of disputes and stating that it had filed a demand for arbitration on February 25, 2002. Suddath replied that the demand for arbitration was untimely. In late April 2002, the Florida court determined that Allied's motion presented issues that it could determine on a motion to dismiss, so it denied the motion, directed Allied to answer the complaint and raise its affirmative defenses, and directed the parties to conduct focused discovery aimed at the issue of timeliness, anticipating a later motion for summary judgment on the point. Allied answered the complaint, including a number of affirmative defenses beyond the issue of arbitrability. It also initiated discovery.

Allied then filed in this Court, on July 2, 2002, a petition to compel arbitration and to

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We Care Hair, 180 F.3d at 844; 28 U.S.C. §2283.

Conclusion

For the foregoing reasons, the Court grants Allied's petition to compel arbitration and to stay state court proceedings. The Clerk is directed to enter judgment as follows:

Judgment is entered in favor of the plaintiff Allied Van Lines, Inc. Defendant Suddath Moving Center, Inc. is hereby ordered to cease immediately from further prosecution of its state court action against plaintiff Allied Van Lines, Inc. and is ordered to submit the disputes raised in the pending state court case to arbitration pursuant to the terms of Section 3.13 of the Agency Contract between the parties.



MATTHEW F. KENNELLY
United States District Judge

Date: August 22, 2002